

TRANSNET FREIGHT RAIL a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30
[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ]

RFQ NUMBER CRAC- JHB-9885

**CONTROL OF VEGITATION AT VARIOUS LEVEL CROSSINGS FOR A PERIOD OF
TWELVE MONTHS**

ISSUE DATE: 28 JANUARY 2013

**BRIEFING SESSION: 04 FEBRUARY 2013
@ NO. 1 ANVIL RD, TRANSENT BUILDING,
ISANDO.**

TIME: 09:00

CLOSING DATE: 14 FEBRUARY 2013

CLOSING TIME: 09:00

OPTION DATE: 16 MAY 2013

**FOR DIRECTIONS / SITE CONTACT PIET LUBBE
(011 570 7233 / 083 500 9818)**

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Section 1

REQUEST FOR QUOTATION [RFQ]

RFQ NUMBER CRAC- JHB-9885

CONTROL OF VEGITATION AT VARIOUS LEVEL CROSSINGS FOR A PERIOD OF TWELVE MONTH

NOTICE TO BIDDERS

Quotations which must be detailed in Section 2 of this RFQ are to be submitted as follows:

METHOD: post and/or courier
CLOSING VENUE: courier and/or tender box at physical address

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" in accordance with the 10%/20% preference system, as per the Preferential Procurement Policy Framework Act 5 of 2000 [as amended], to companies who provide a B-BBEE Accreditation Certificate. All procurement transactions will be evaluated accordingly.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Accreditation Certificates must be issued by:

- a) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- b) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- c) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
 - Rating level based on all seven elements of the B-BBEE scorecard
- d) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
 - Rating based on any four of the elements of the B-BBEE scorecard
- e) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:
 - Automatic rating of Level 4 B-BBEE irrespective of race or ownership



- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as Level 3 B-BBEE

EME's should only provide documentary proof of annual turnover [i.e. audited financials] plus proof of Black ownership if Black ownership is greater than 50% [fifty per cent] or Black women ownership is greater than 30% [thirty per cent].

[Refer Section 4, Vendor Application Form, for Returnable Documents required]

3 Communication

- Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this **RFQ between the closing date and the date** of the award of the business.
- A Respondent may, **however, before the closing date and time, direct any enquiries** relating to the RFQ to the following Transnet employee:

Name: Elijah Manana

Email: Elijah.manana@transnet.net

Quotations are requested from interested Respondents to supply the above-mentioned requirement to TRANSNET FREIGHT RAIL.

On or after 28/01/2013 the RFQ documents may be inspected at, and are obtainable from the office of TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING

VENUE : NO. 1 ANVIL RD, TRANSENT BUIDING, ISANDO.

Time : 09:00

Date : 04 FEBRUARY 2013

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

PLEASE BRING THE VALID DOCUMENT ON THE DAY OF BRIEFING AND ALSO MAKE SURE THAT YOU BRING YOUR SAFETY SHOES AND REFLECTIVE VEST ON SITE

A non-refundable tender fee of R150.00 (inclusive of Vat) is applicable per tender (listed below).

Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect the tender number RFQ CRAC-JHB-9885 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

NOTE: This amount is not refundable.

For specific queries, please contact the TFR representative below.

- Respondents may also, at any time after the closing date of the RFQ, communicate with the Secretary of the Transnet Acquisition Council on any matter relating to its RFQ response:

Prudence Nkabinde

Telephone 011 544 9486



Facsimile 011 774 9760
Email TAC.SECRETARIAT@transnet.net

4 Tax Clearance

The Respondent's valid Tax Clearance Certificate or letter of good standing from SARS must accompany the Quotation.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [for all companies with a turnover of more than R1 million per annum].

6 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable state and local laws and regulations.

7 Returnable Documents

Failure to return all returnable documents as indicated in paragraph 21 below and elsewhere in this RFQ document may lead to disqualification of a bid.

8 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

9 Pricing

All prices must be quoted in South African Rand on a fixed price basis.

10 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

11 Negotiations

Transnet reserves the right to undertake post-bid negotiations with selected Respondents or any number of short-listed Respondents.

12 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

13 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;



- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier; or
- make no award at all.

14 Respondent's

Only in cases when the Respondent submits a sample(s) of the goods / products / material quoted for, the sample(s) must be endorsed with the RFQ (CRAC- JHB-9885) to the above description and forwarded on or before (14-02-2013) the deadline date to the following addresses: TRANSNET Freight Rail Tender Advice Centre, Ground Floor, Inyanda 1, 21 Wellington Road, and Parktown.

15 EVALUATION CRITERIA

16 TRANSNET WILL UTILISE THE FOLLOWING CRITERIA IN CHOOSING A SUPPLIER, IF SO REQUIRED:

- Compliance with this RFQ - Completeness of response and returnable documents
- Pre-Qualification Criteria**
- Compliance to specification
 - Safety file and Risk register in order I.R.O. Occupational Health & Safety Act 85 of 1993
 - Letter of Good Standing (Compensation for Occupational Injuries and Disease Acts, 1993)

Commercial:

- Competitive pricing
- Environmental management plan
- Reference / Previous performance record in related projects

B-BBEE status of company

- Provide BBBEE level Certification and Score Card

Further Recognition

- Business with >50% Black Ownership
- Business with >30% Black Woman Ownership
- Black Youth Involvement in Business

17 Validity Period

Transnet desires a validity period of 90 [ninety] days from the closing date of this RFQ. It should be noted that Respondents may offer an earlier validity period, but Quotations may be rejected for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ [State alternative validity period/date].

- A duplicate set of documents is required. This second set can be a copy of the original signed Proposal.
- Both sets of documents to be submitted to the address specified above.

**18 Banking Details**

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

19 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

20 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

21 Returnable Documents

Respondents are required to submit the following returnable documents with their responses [see tick]. All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent:

Section 1 – Notice to Bidders	Pages 2-8	✓
Section 2 – Quotation Form	Page 9-11	✓
Scope of Work and Specifications	Page 12-20	
Section 4 – Conditions of Contract, Form ST&C	Pages 21-25	✓
Proof of annual turnover [EMEs]	Section 1 clause 2	✓
Proof of Black ownership [Black-owned EMEs]	Section 1 clause 2	✓
Section 5 – Vendor Application Form	Pages 25-27	✓
Original cancelled cheque or bank verification of banking details		✓
Certified copies of IDs of shareholder/directors/members [as applicable]		✓
Certified copy of Certificate of Incorporation [CM29/CM9 name change]		✓
Certified copy of share certificates [CK1/CK2 if CC]		✓
Company letterhead		✓
Original current Tax Clearance Certificate		✓
Certified copy of VAT Registration Certificate		✓
Certified copy of Company Registration Certificate		✓
Valid current B-BBEE Accreditation Certificate [Large Enterprises and QSEs]		✓
Audited Financials for previous 3 years		✓



**FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS
MAY RESULT IN A QUOTATION BEING REJECTED**

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REQUEST FOR QUOTATION [RFQ]

RFQ NUMBER CRAC-VEG-9884

SUPPLY AND INSTALL AN OUTDOOR 6.6kv VCB, CONTROL PANEL, DIGGING OF TRENCHES AND SUPPLY OF CABLES FROM TRANSFORMER SECONDARY TO THE H-FRAMES UNDER THE CONTROL OF DEPOT ENGINEER, VEREENIGING FOR A PERIOD OF TWO MONTH

Information Session

RFQ SITE MEETING

A COMPULSORY INFORMATION MEETING WILL BE HELD AT THE FOLLOWING VENUE:

Venue : No.1 Anvil Rd, Transnet Building, Isando.
Board Room : 7th Floor
Time : 09H00
Date : 04 February 2014

The site meeting is compulsory and companies not attending **will be overlooked** during the tender awarding process.

5.1 ATTENDANCE CERTIFICATE

This is to certify that.....

Representative/s of

Has/have today attended the Tender briefing in respect of the proposed:

.....

.....

TRANSNET'S REPRESENTATIVE

TENDERER'S REPRESENTATIVE

DATE:.....

VERY IMPORTANT

ANY TENDERER NOT ATTENDING THE INFORMATION MEETING WILL AUTOMATICALLY BE EXCLUDED FROM THE BUSINESS AWARDING PROCESS





**Section 2
QUOTATION FORM**

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC- JHB-9885

CONTROL OF VEGETATION AT VARIOUS LEVEL CROSSINGS FOR A PERIOD OF TWELVE MONTH

REQUISITION FOR QUOTATION

MESSRS:

.....
.....
.....
.....
.....
.....
.....

SUPPLY CHAIN SERVICES

Contact

Elijah Manana

Tel: (011) 584-0606

Tel

Fax:

ISSUE DATE **24/01/2013**

CLOSING DATE **14/02/2013 (10h00)**

Prices in South African currency, including all costs.

Direct

to : Consignee

ITEM NO:	DESCRIPTION	Qty	Price per each	Total price
1	As per attached specification	1		
2	Total price for the project			
3	Prices must be V.A.T. exclusive			
4	Direct delivered to: Various Areas as per Schedule of Quantities			
5	Contact person: Piet Lubbe / S. Sigwili (083 500 9818 or 011 570 7233)			

Delivery Lead-Time from date of purchase order: _____

[days/weeks]



I/We quote as follows for the goods required, on a “delivered nominated destination” basis,
excluding VAT:

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule above, in accordance
with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods and Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

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- COMPANY INFORMATION
- 8. STATEMENT OF WORK (S) SUCCESSFULLY CARRIED OUT BY THE TENDERER:
- Tenderers are to advise which other companies have they successfully provided or are currently providing similar services.
-

Service Description	For whom done	Period	Contact person and Telephone or Cell number

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SECTION 3

REQUEST FOR QUOTATION ("RFQ")

RFQ NUMBER CRAC- JHB-9885

CONTROL OF VEGITATION AT VARIOUS LEVEL CROSSINGS FOR A PERIOD OF TWELVE MONTH

SCOPE OF WORK

INFRA MAINTENANCE

PROJECT SPECIFICATION

CONTROL OF VEGETATION AT RAILWAY LEVEL CROSSINGS IN THE GEOGRAPHICAL AREA CONTROLLED BY THE DEPOT ENGINEER, ISANDO

Author:	Assistance Horticulturist	Piet Lubbe	
Approved:	Technical Support Manager	Simbonile Sigwilli	
Authorized:	Depot Engineer Infra Management	Livhu Netshilavulu	
			Date: December 2012

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Circulation Restricted To: Transnet Freight Rail, Contractors tendering

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1. SCOPE OF WORK

- 1.1 This contract covers the control of vegetation at level crossings, including noxious weeds, trees, bushes, shrubs etc., by Mechanical methods.
- 1.2
- 1.3 The essence of the contract is that Transnet freight rail requires clear visibility at level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.
- 1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Transnet freight rail, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his tender.
- 1.4 The Contractor must obtain his own information regarding the extent, occurrence and the species of the vegetation over the work area. He must also determine the best method to control the vegetation.
- 1.5 The use of sub-contractors shall not be permitted for the duration of this contract.

2. DEFINITIONS

2.1 Control

Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 150mm.

- The constituent parts of all plants occurring within the area of treatment cease to exceed 150mm in height.
- The constituent parts of all plants (dead or alive) cease to exceed 150mm in height for the total duration of the contract.
- There are not dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

2.2 Clean level crossing

The successful control of vegetation at a railway level crossing, giving motorists a clear vision of at least 377 meters to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. See attached sketch.

Level Crossings where control is required may be irregular in shape and will normally be measured per crossing as per sketch.

For inspection and payment purposes, any growth taller than 150mm in any one of the four quadrants of a level crossing shall result in that level crossing being rejected in its entirety.



2.3 Declared weeds

Declared weeds means noxious plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, as listed in Government Gazette No. 9238, or amendments thereto.

3. SUFFICIENCY OF TENDER

- 3.1. A site Inspection Certificate (E4A) signed by the Technical Officer or his deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

4. COMPLIANCE WITH STATUTES

- 4.1 The successful contractor shall in respect of chemical herbicides: his procedures for the procurement, storage, handling, transportation, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- The Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- The Hazardous Substance Act (Act 15 of 1973).
- National Water Act No. 36 of 1998.
- The Environmental Conservation Act (Act 73 of 1989).

5. GENERAL

Tenderers are required to tender for all the areas quoted in the Schedule of Quantities and Prices, if possible.

6. TO BE PROVIDED BY THE CONTRACTOR

- 6.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his employees.
- 6.2 The Contractor shall provide at his own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.

7. SCHEDULE OF QUANTITIES AND PRICES

- 7.1 The Schedule of Quantities depicts the km points of each level crossing per line code. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in Ink) for each crossing.



- 7.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

8. EVALUATION OF TENDERS

- 8.1 "Time value of money" methodology and principles will be used in evaluation of tenders.
- 8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Transnet freight rail resources for the Contract, will be considered during evaluation of tenders.

9. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Project Manager or his Technical Officer. When sub-contractors are required to attend, the Contractor shall ensure he/she informs the project manager and induction is conducted.

10. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

- 10.1 Full description of the plant and methods of control to be used by him for all aspects of the work required ensuring performance as specified.
- 10.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet freight rail.
- 10.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.
- 10.4 The Schedule of Quantities and Prices must be completed in full.

11. METHOD OF VEGETATION CONTROL

- 11.1 The Contractor's method and programme shall provide rapid and effective control at all level crossings.
- 11.2 The Contractor is to ensure that there be no plants or any means of vegetation higher than 150mm at any of the level crossings from the commencement and through the entire duration of the contract.
- 11.3 **Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.**



12. STANDARDS OR WORKMANSHIP

12.1 Standard of vegetation control for individual level crossings.

Vegetation control shall be such that there be no dry or dead remains of vegetation within the level crossing greater than 150mm in height that it constitutes a hazard, hindrance or danger to Transnet freight rail operations.

13. PROGRAMME OF WORK

13.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 week from the date of notification by Transnet freight rail of the acceptance of this Tender.

13.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:

13.4 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

14. PERFORMANCE MONITORING AND EVALUATION

14.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

14.2 The Technical Officer shall at any time during the application period's carry out routine inspection of the Contractor's performance methods and procedures.

14.3 The Technical Officer will inform the Contractor in advance of the schedule of payment inspections and will arrange the transport such that adequate space and time is available for the purpose of the inspection.

The payment inspections shall be performed visually and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

14.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection.

The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of a level crossing at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

15. REMEDIAL WORK

15.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include



the removal of dry or dead growth with any dimensions in excess of 150mm and forming a nuisance or hazard to Transnet freight rail operations

- 15.2 The Technical Officer may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

16. DAMAGE TO FAUNA AND FLORA

- 16.1 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- 16.2 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.

- 16.3 The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

17. TERMS

Vegetation control is from the commencement of the contract (April 2013) through to the end of the contract (March 2014)

18. SAFETY

- 18.1 The Contractor shall ensure that all his staff are adequately trained in their duties and are made aware of any dangers. The Contractor shall take all necessary precautionary measures to ensure the safety of his staff.
- 18.2 Any injury to Contractor staff is the responsibility of the Contractor. Staff members shall be trained in the necessary procedures and to assist in the event of injury.
- 18.3 The Contractor and his personnel shall at all times wear reflective vests (similar to those used by Transnet Freight Rail) while working on Transnet Freight Rail premises or in any rail reserve according to Transnet Freight Rail's: "Directive and procedures for issuing and wearing of reflective vests within service delivery zones" (Document Ref. No. CIR / OD / 0261 of 1 November 2004) and the reflective vests will be supplied by the Contractor during the course of this contract to his personnel.

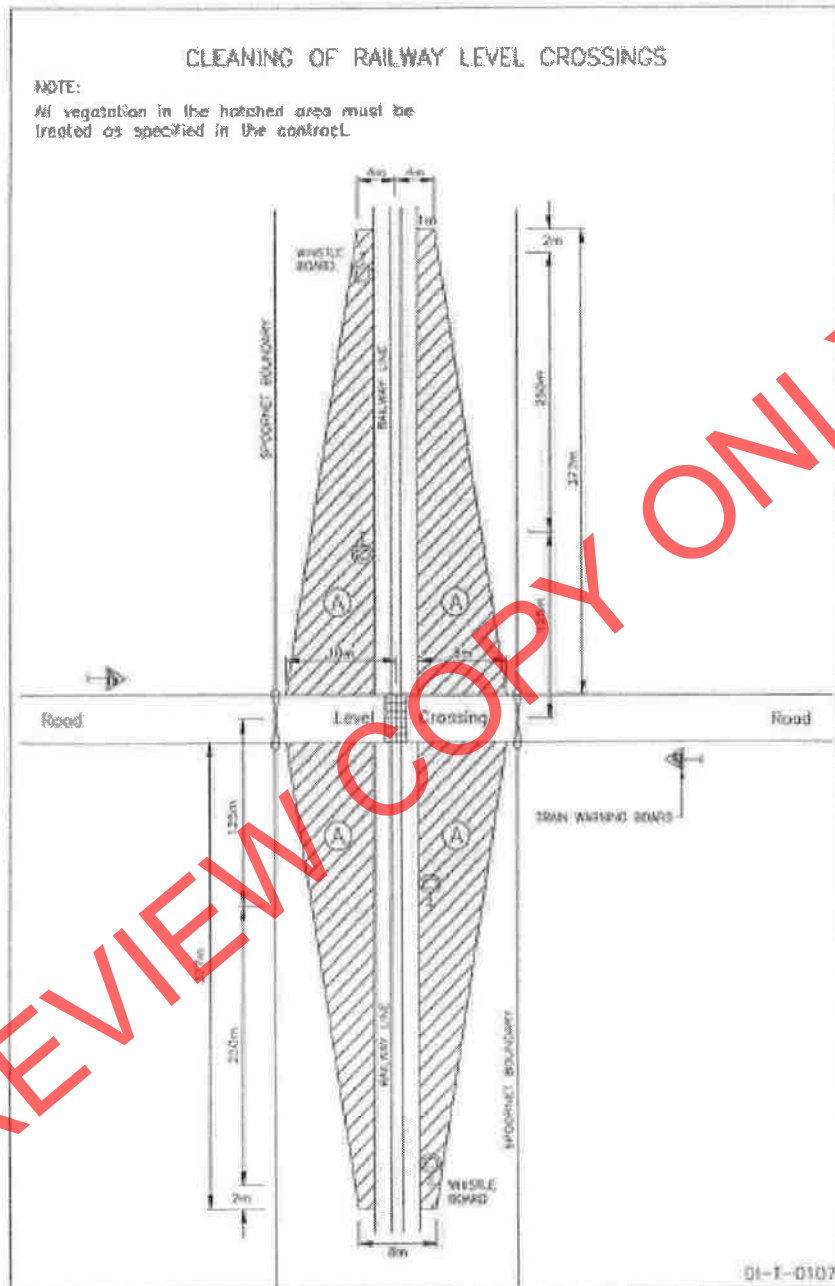
19. MEASUREMENT AND PAYMENT

- 19.1 Payment will be based on the number of level crossings treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation



Line Code	km	№1	№2	m2	Rate per cut per crossing	Total rate for three (3) cut/yes
C02-L707	23.869	DELMAS	DRYDEN		6032	
C02-L707	25.139	DELMAS	DRYDEN		6032	
C02-L707	25.168	DELMAS	DRYDEN		6032	
C02-L707	33.904	DELMAS	DRYDEN		6032	
C02-L707	35.025	DRYDEN	ARGENT		6032	
C02-L707	39.842	DRYDEN	ARGENT		6032	
C02-L707	47.755	ARGENT	ARBOR		6032	
C02-L707	50.802	ARBOR	KENDAL		6032	
C02-L707	52.019	ARBOR	KENDAL		6032	
C02-L707	55.903	ARBOR	KENDAL		6032	
C02-L707	60.827	KENDAL	OGIES		6032	
C02-L707	62.362	KENDAL	OGIES		6032	
C02-L707	64.809	KENDAL	OGIES		6032	
C02-L772	12.23	LARGO	ENDICOTT		6032	
C02-L772	16.74	LARGO	ENDICOTT		6032	
C02-L772	19.76	LARGO	ENDICOTT		6032	
C02-L775	0.1	SPRINGS YARD	LOCO (DESEL)		6032	
C02-L775	3.748	SPRINGS	PAYNEVILLE		6032	
C02-L775	5.572	SPRINGS	PAYNEVILLE		6032	
C02-L775	8.258	PAYNEVILLE	WELGEDAG		6032	
C02-L775	8.488	SPRINGS	WELGEDAG		6032	
C02-L782	26.405	ENDICOTT	TOEVLUIG		6032	
C02-L782	29.45	TOEVLUIG	DEVON		6032	
C02-L782	30.689	TOEVLUIG	DEVON		6032	
C02-L782	33.152	TOEVLUIG	DEVON		6032	
C02-L782	33.76	TOEVLUIG	DEVON		6032	
C02-L782	38.15	TOEVLUIG	DEVON		6032	
C02-L782	39.862	TOEVLUIG	DEVON		6032	
C02-L782	43.045	DEVON	KELTY		6032	
C02-L782	45.843	DEVON	KELTY		6032	
C02-L782	47.82	DEVON	KELTY		6032	
C02-L782	49.57	DEVON	KELTY		6032	
C02-L782	53.025	KELTY	EENDRAG		6032	
C02-L782	54.45	KELTY	EENDRAG		6032	
C02-L782	58.15	EENDRAG	LESLIE		6032	
C02-L782	65.303	LESLIE	OBAN		6032	
C02-L782	66.148	LESLIE	OBAN		6032	
C02-L782	67.80	LESLIE	OBAN		6032	
C02-L782	70.985	OBAN	KINROSS		6032	
C02-L782	72.87	OBAN	KINROSS		6032	
C02-L782	75.85	OBAN	KINROSS		6032	
C02-L782	81.59	OBAN	KINROSS		6032	
C02-L782	86.005	KINROSS	LEVEN		6032	
C02-L782	88.85	KINROSS	LEVEN		6032	
C02-L782	91.038	LEVEN	TRICHARDT		6032	
C02-L782	91.5	LEVEN	TRICHARDT		6032	
C02-L782	93.35	LEVEN	TRICHARDT		6032	
C02-L785	8.078	WELGEDAG	MURORA		6032	
C02-L785	22.073	ELCOFF	DELMAS		6032	
C02-L788	8.325	DELMAS	SILICA		6032	
C02-L788	9.402	SILICA	DELMAS		6032	
C02-L788	10.38	DELMAS	SILICA		6032	
C02-L788	12.095	SILICA	HAWERKUP		6032	
C02-L788	12.502	SILICA	HAWERKUP		6032	
C02-L788	12.70	SILICA	HAWERKUP		6032	
C02-L788	13.75	SILICA	HAWERKUP		6032	
C02-L788	17.095	SILICA	HAWERKUP		6032	
C02-L788	17.85	SILICA	HAWERKUP		6032	
C02-L788	18.20	SILICA	HAWERKUP		6032	
C02-L788	19.25	SILICA	HAWERKUP		6032	
C02-L788	24.309	SILICA	HAWERKUP		6032	
C02-L788	21.602	SILICA	HAWERKUP		6032	
C02-L788	0.985	BENTRABAND	CHRISTOAN		6032	
C02-L788	11.08	MOOREA	GEDULD		6032	
C02-L788	11.215	GEDULD	WELGEDAG		6032	
C02-L788	14.65	GEDULD	WELGEDAG		6032	
C02-L788	8.773	OLIFANTSPONTEIN	MARIESPOOP		6032	
C02-L788	6.935	OARFOOR	MARIESPOOP		6032	
C02-L788	23.275	BRONKHORSTFONTEIN	SENTRAL		6032	
C02-L788	24.832	BRONKHORSTFONTEIN	SENTRAL		6032	
C02-L788	8.426	BRONKHORSTSPRUIT	AVONDRUST		6032	
C02-L788	15.368	BRONKHORSTFONTEIN	AVONDRUST		6032	
C02-L788	52.98	KATBOEPONTEIN	ZESFONTEIN		6032	
C02-L788	39.776	WELGEDAG	SLIMESMAN		6032	
C02-L788	60.195	LUD	DONKERHOEK		6032	
C02-L788	12X	BENTRABAND YARD	BENTRABAND YARD		6000	
C02-L788	8X	WELGEDAG YARD	WELGEDAG YARD		6400	
					468400	
					Grand Total for 9 year	

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“PREVIEW COPY ONLY”



SECTION 4
STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO
TRANSNET

A Supplier shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). Please note that any alternative offered will be compared with and measured against acceptance of the provisions of this RFQ or alternatives offered by other Respondents.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods or services specified in the Order [collectively, the **Products**] from the person to whom the Order is addressed [**the Supplier**]. Transnet does not accept any other conditions which the Supplier may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Products shall conform strictly with the Order. The Supplier shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier warrants that the Products shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's obligations under the Order.
- 3.2 The Supplier will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier if such a delay becomes, in Transnet's absolute opinion, significant.
- 3.3 Risk of loss or damage to Products shall pass to Transnet on delivery, and title shall pass to Transnet when payment to the Supplier for the Products has been effected.
- 3.4 If on delivery, the Products do not conform to the Order, Transnet may reject the Products and the Supplier shall promptly rectify any defects or in Transnet's opinion, supply appropriate replacement Products at the Supplier's expense within the specified delivery times, without any liability due by Transnet. Products shall be subject to such testing and/or inspection as Transnet may consider necessary.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Products shall be made by Transnet against an original undisputed invoice(s) [a **Tax Invoice**], supporting documentation and



month-end statement from the Supplier. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.

- 4.2 Payment of the Supplier's Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Products or any written material provided to Transnet relating to any Products or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier following a design or process originated and furnished by Transnet. The Supplier shall either

- a) Procure for Transnet the right to continue using the infringing Products; or
- b) Modify or replace the Products so that they become non-infringing,

Provided that in both cases the Products shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier may remove, with Transnet's prior written consent, such Products and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier shall have no liability in respect of any continued use of the infringing Products after Supplier's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier and any information relating to Transnet's business which may have come into the Supplier's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 DEVELOPMENT WORK IN THE PRODUCTION OF PRODUCTS

If the production or provision of any Products involves research and/or development which is wholly or partly funded by Transnet, then all intellectual property or other rights as a result thereof shall be the property of Transnet on creation.

**8 PUBLICITY**

The Supplier shall not name Transnet or use its trademarks, service marks [whether registered or not] or Products in connection with any publicity without Transnet's prior written consent.

9 AFTER SALES SERVICE

The Supplier shall provide replacement parts necessary to ensure the uninterrupted operation of the Products supplied for the duration of the warranty period, from delivery of any particular item of the Products and if requested by Transnet shall make these parts available to a third party maintainer of Transnet's choice at the same price as if the parts had been supplied to Transnet. The Supplier undertakes to provide a maintenance service for Products, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Products at a level to be agreed with Transnet.

10 TERMINATION OF ORDER

Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier, or when there is a change in control of the Supplier or the Supplier commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier when such work on the Order shall stop. Transnet shall pay the Supplier a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier, at the time of termination, and the Supplier shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier under this clause will not in any event exceed the total amount that would have been payable to the Supplier had the Order not been terminated. In the event of termination the Supplier must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances. If the Products are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier shall compensate Transnet for any costs incurred in obtaining substitute Products or any damage caused due to the failure or delay in the delivery.

11 ACCESS

The Supplier shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's employees. The Supplier shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

12 WARRANTY

The Supplier warrants that it is competent to supply the Products in accordance with these Terms to the reasonable satisfaction of Transnet and that all Products delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to [inter alia] the supply, manufacture and use of the Products in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier hereby indemnifies Transnet against all losses,



liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

13 INSOLVENCY

If the Supplier shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier compounds with its creditors or passes a resolution for the winding up or administration of the Supplier, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

14 ASSIGNMENT

The Supplier shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

15 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

16 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

17 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses 5, 6, 7, 8 and 12. Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

18 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.



By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 20__

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

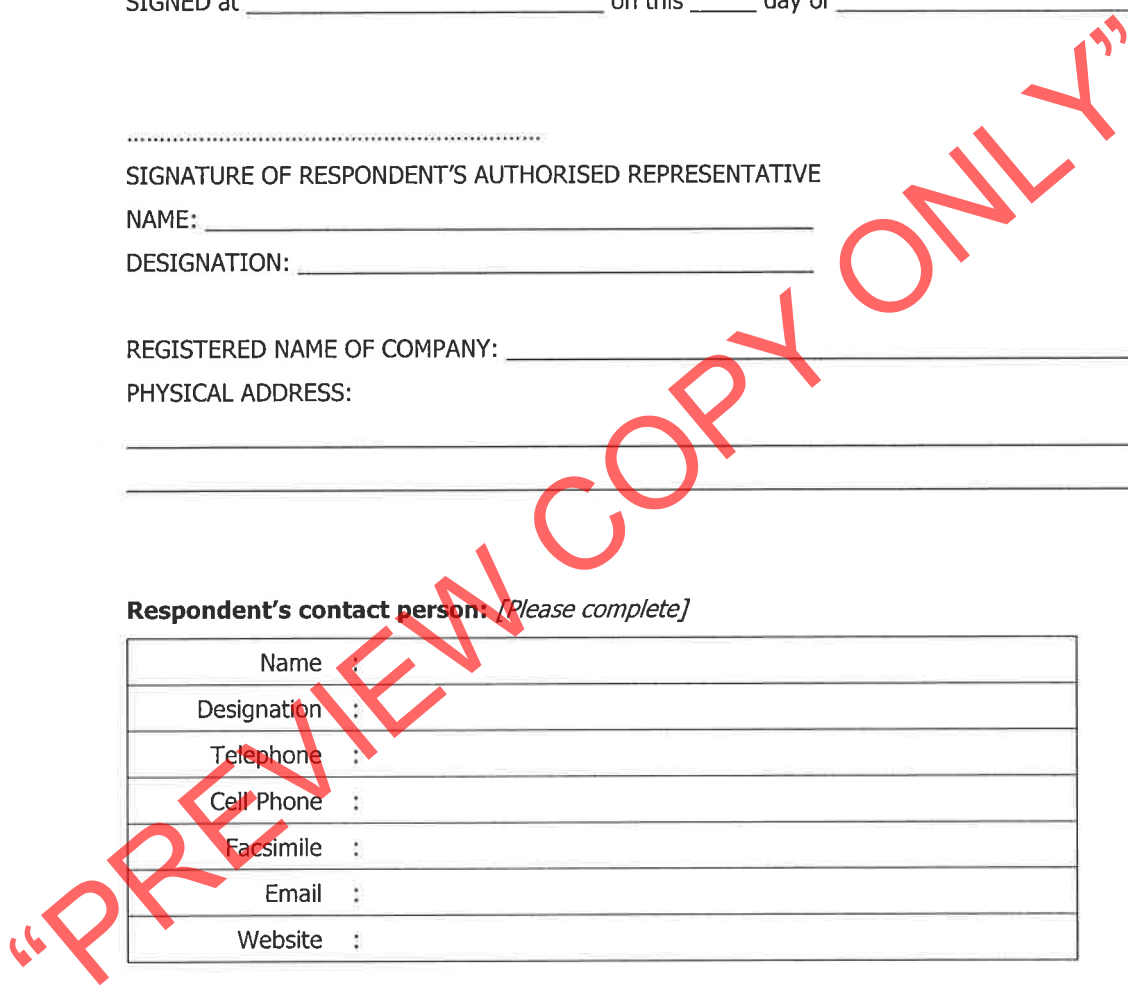
DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	



**Transnet urges its clients, suppliers and the general public to report any fraud or corruption on the part of Transnet employees to
TIP-OFFS ANONYMOUS : 0800 003 056**



**Section 5
VENDOR APPLICATION FORM**

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate and **certified copy** of VAT Registration Certificate
7. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name			
Company registered name			
Company Registration Number or ID Number if a Sole Proprietor			
Form of entity [v]	<input type="checkbox"/> CC	<input type="checkbox"/> Trust	<input type="checkbox"/> Pty Ltd
	<input type="checkbox"/> Limited	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor
VAT number [if registered]			
Company telephone number			
Company fax number			
Company email address			
Company website address			
Bank name		Branch & Branch code	
Account holder		Bank account number	
Postal address			Code
Physical Address			Code

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Contact person						
Designation						
Telephone						
Email						
Annual turnover range [last financial year]	< R5 m		R5 - 35 m		> R35 m	
Does your company provide	Products		Services		Both	
Area of delivery	National		Provincial		Local	
Is your company a public or private entity	Public		Private			
Does your company have a Tax Directive or IRP30 Certificate	Yes		No			
Main product or services [e.g. Stationery/Consulting]						

Complete B-BBEE Ownership Details:

% Black ownership		% Black women ownership		% Disabled Black ownership	
Does your company have a B-BBEE certificate		Yes	No		
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ		Permanent	Part-time		

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person			
Contact number			
Transnet Operating Division			

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	